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No. 12]

NEW DELHI, SATURDAY, MARCH 24, 1973 (CHAITRA 3, 1895)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV

(PART IV)

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं
(Advertisements and Notices by Private Individuals and Private Bodies)

LOST, STOLEN OR DESTROYED (As the case may be)

The undernoted Bond/s No/s—of the U.P. Zamindari Abolition Rehabilitation Grant Bonds for the amount noted thereagainst, originally standing in the name of Badrul Salam, Syed Hasan, Shah Abdul Matin Hasnullah and last endorsed to Jyot Singh, the proprietor, by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Bond/s and the instalment thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Kanpur and that application is about to be made for the issue of duplicate/s in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the undernoted security/ies.

Bond No. & Amount
LK 01406561—Rs. 5,000/-
LK 01283707—Rs. 1,000/-
LK 01087949—Rs. 50/-
LK 01133922—Rs. 50/-

Name of the advertiser : Jyot Singh Sahni.

Residence : 1/2 Hospital Road, Jangpura, New Delhi-14.

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER
Manager of Publications

CHANGE OF NAMES

I, hitherto known as GAJA MOCHI S/o Late PRA-SADI DAS, employed as Mazdoor Ty. in the Office of 520GI/72

GE (C), Calcutta (E&M Sub Division), have changed my name and shall hereafter be known as GAJAN DAS.

It is certified that I have complied with other legal requirements in this connection.

L.T.I. of
GAJA MOCHI, (Mazdoor Ty.)

I, hitherto known as DALEBULAL son of Late BIRADU BHADU, employed as A.D.O. (p.) in Block Development Office, residing at Asstt. Development Officer Berinog, Distt. Pithoragarha, have changed my name and shall hereafter be known as DILEEPCHAND ARYA.

It is certified that I have complied with other legal requirements in this connection.

DALEBULAL
[Sd. (in existing) old name]

I, hitherto known as SRICHARAN MOLLAH son of Late MUKH LAL MOLLAH, employed as F. B. Porter in Goods Inspector's Office, E.Rly., Howrah, residing at 219/4, Tindal Bagan Rly. Quarters, Howrah, have changed my name and shall hereafter be known as SRI CHARAN CHOUDHURY.

It is certified that I have complied with other legal requirements in this connection.

SRICHARAN MOLLAH
[Sd. (in existing) old name]

I, hitherto known as BACHITTAR SINGH son of Shri BHAGAT SINGH, employed as L.D.C. in Directorate General of Supplies & Disposals, New Delhi, re-

siding at H. No. 2021, Gali No. 157, Tri Nagar, Delhi-35, have changed my name and shall hereafter be known as BACHITTAR SINGH RAI.

It is certified that I have complied with other legal requirements in this connection.

BACHITTAR SINGH
[Sd. (in existing) old name]

I, hitherto known as Sri KUMBHA PANDEY son of Sri DINABANDHU PANADA, employed as F.B. Porter in Goods Inspector, E.Rly., Howrah, residing at 89/90, Nilmoni Mallick Lane, Howrah, have changed my name and shall hereafter be known as KAMBHU PANDA.

It is certified that I have complied with other legal requirements in this connection.

KUMBHA PANDEY
[Sd. (in existing) old name]

I, hitherto known as KUM. NIRMALA L. JAPTIWALE daughter of Shri LAXMANRAO A. JAPTIWALE, employed as Clerk in O/O The Supdt. Post of Offices, Sangli, have changed my name and shall hereafter be known as SOU. NANDITA PADMANABHA MANTRI.

It is certified that I have complied with other legal requirements in this connection.

Miss N. L. JAPTIWALE
[Sd. (in existing) old name]

I, hitherto known as A. F. SARASWATHY daughter of Shri A. D. KENNARD, employed as Nursing Officer in Base Hospital Barrackpore, residing at Base Hospital Barrackpore, have changed my name and shall hereafter be known as T. F. SARASWATHY RAO.

It is certified that I have complied with other legal requirements in this connection.

A. F. SARASWATHY
[Sd. (in existing) old name]

I, hitherto known as ISHWARI DASS son of Late Shri BHAL CHAND, employed as D'Man in the Office of the Garrison Engineer Kangra Hills Yol (HP), residing at Yol Camp, P.O. Yol, Tehsil & Distt. Kangra (HP), have changed my name and shall hereafter be known as ISHWAR DASS DIXIT or I. D. DIXIT.

It is certified that I have complied with other legal requirements in this connection.

ISHWARI DASS
[Sd. (in existing) old name]

I, hitherto known as Shri POPAT BABURAO CHOUGULE son of Shri BABURAO GOPALRAO BHOSALE, employed as Junior Examiner in Inspectorate of Armaments, Kirkee, Pune-3, residing at Charoli-

Budruk, Teh. Haweli, Pune, have changed my name and shall hereafter be known as POPAT BABURAO BHOSALE.

It is certified that I have complied with other legal requirements in this connection.

P. B. CHOUGULE
[Sd. (in existing) old name]

I, hitherto known as ASHA daughter of Shri NARAYANHARI JOSHI, employed as Telephone Operator in Manual Trunk Exchange, Bhadra, Ahmedabad-380001, residing at 10, Kamla Naheru Park, Baberampura, AM-22, have changed my name and shall hereafter be known as Smt. MANISHA SURESHVIDWANS.

It is certified that I have complied with other legal requirements in this connection.

ASHA
[Sd. (in existing) old name]

I, hitherto known as Miss M. JACOB daughter of Shri K. J. JACOB, have changed my name and shall hereafter be known as Mrs. MARIAMMA AUGUSTINE JOHN SINGH.

It is certified that I have complied with other legal requirements in this connection.

Miss M. JACOB
[Sd. (in existing) old name]

I, hitherto known as Miss GEETA J. DATAR daughter of Shri JAGANNATH SHANKAR DATAR, employed as L.D.C. in The Accountant General's Office, Maharashtra, Bombay, residing at Shiv Jyoti Bldg., Opp. Town Hall, Thana, have changed my name and shall hereafter be known as Mrs. SANGITA VISHWAS DHARAP.

It is certified that I have complied with other legal requirements in this connection.

G. J. DATAR
[Sd. (in existing) old name]

I, hitherto known as Miss ASHA PURUSHOTTAM SAMANT daughter of Shri PURUSHOTTAM YESHWANT SAMANT, employed as U.D.C. in Accountant General Mahtra, Bombay-20, residing at 23, B. K. Patkar Co. Socys., Turner Road, Bandra, Bombay-50, have changed my name and shall hereafter be known as Mrs. MADHAVI MUKUND DESAI.

It is certified that I have complied with other legal requirements in this connection.

A. P. SAMANT
[Sd. (in existing) old name]

CORRIGENDUM

Read "RAM NATH RAM" instead of "RAN NATH RAM" printed in the 2nd line of the 5th Advertisement at Col. 2, Page 2 of the Gazette of India, Part IV, dated 6-1-1973.

Notification by the Central India Cotton Association Ltd., Registered Office, Chhota Sarafa, Ujjain (M.P.)

No. 127-E.—The approval of the Secretary, Forward Markets Commission, under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification No. S.O. 1162 dated the 4th May 1960 has been obtained on the 28th October, 1972 to the following additional bye-laws being made to the Bye-laws of the Central India Cotton Association Ltd., Ujjain, the same having been previously placed on the Notice Board of the Association, pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

Additional bye-laws

315. Bye-laws 315 to 346 are additional Bye-laws relating to non-transferable specific delivery contracts for cotton. All the other bye-laws of the Association as may be in force from time to time shall also be applicable to such contracts and shall be binding on the members in so far as they are not specifically dealt with and are not repugnant to these additional bye-laws.

316. Deleted.

317. The non-transferable specific delivery contract shall be entered into only between members or between a member and a non-member.

318. All non-transferable specific delivery contracts shall be made in the prescribed form, serially numbered and supplied by the Association. The contract shall be made in quadruplicate one copy each to be retained by the parties to the contract, one to be submitted to the association forthwith and the fourth to be kept by the brokers. The parties to the contract shall not include any special terms in the contract which are repugnant to the terms and conditions laid down in these bye-laws.

319. (a) Non-transferable specific delivery contracts of cotton for any quality, staple or class of such description as may be permitted by the Board with the approval of the Forward Markets Commission or on sealed samples, shall be entered into at fixed prices.

In the case of contracts on the basis of sealed samples, it will be compulsory for the contracting parties to forward a sealed sample within 48 hours of contracts if they are local members or it should reach the association within 5 days if they are upcountry members and if they so desire the buyer may also retain one sealed sample. The sealed sample with the Association will be the basis for survey and/or appeal, if preferred, prior to weighment and delivery.

(b) The Board of Directors of the Association shall, before permitting non-transferable specific delivery contracts for any month, obtain the approval of the Forward Markets Commission for the same.

(c) The Forward Markets Commission shall have power not to grant such approval whenever it is considered expedient in the interest of the trade or in public interest so to do.

(d) No member shall enter into a non-transferable specific delivery contract for delivery in any month unless the Association has notified that such contracts are permitted.

320. The Standards Committee appointed by the Board shall every year, as soon as possible after the crop has started moving, prepare standards for staple and class in respect of all the descriptions traded at the centre in accordance with the procedure laid down in bye-laws

93 to 95. Till such standards are prepared, the standards prepared earlier will continue to govern.

321. Every non-transferable specific delivery contract shall result in the delivery of goods in accordance with and subject to the provisions and procedures laid down in the relevant bye laws.

322. No non-transferable specific delivery contract, once entered into shall be settled mutually or by transferring the rights or responsibilities under such contract or under any delivery order or sampling order or railway receipt or any other document of title relating thereto or by off setting or by havalas or in any manner nor shall delivery under the contract be postponed to a later date except in accordance with the provisions of these bye-laws.

323. Subject to the provisions of these bye-laws, the buyer under all n.t.s.d contracts must weight ever and take delivery of the quantity purchased and no settlement of contracts shall be allowed except in the following circumstances :

- (i) When the buyer or the seller becomes insolvent ;
- (ii) When there is a serious crop failure which makes it difficult for the seller to perform his part of the contract and the Board is of the opinion that it is a reasonable view ;
- (iii) Where there are substantial grounds for apprehending that the buyer is likely to fail to take delivery of contracted cotton or make adequate payment therefor promptly or that the seller is likely to fail to effect delivery of the contracted cotton in time and such failure is likely to result in a greater financial loss subsequently;
- (iv) When there is failure of the buyer to pay for the cotton delivered by the seller under previous contract/s or failure of the seller to deliver cotton against contracts due for delivery earlier;
- (v) Such other circumstances which the Board may lay down from time to time with the approval of the Forward Markets Commission.

Settlements when made shall be duly reported to the Association by both the parties concerned within six days and shall be examined by a Committee of the Board. If on a consideration of the report made by the Committee, the Board considers that a particular settlement was not warranted by the circumstances, the Board may take such disciplinary action as they may deem proper against the parties concerned.

324. The parties to contract by mutual agreement within 5 days after the expiry of the contracted date may extend the delivery date by a period not exceeding 15 days subject to the condition that they shall notify to the Association in writing the original date and the extended date of delivery. If it becomes necessary to extend further the date of delivery mutually agreed upon, the parties shall apply to the Association in writing setting forth the reasons for extension of time. The Board of Directors or the sub-committee appointed for this purpose shall have absolute discretion to extend or not the delivery time at the most by 15 days more.

325. With a view to ensuring the due compliance with the terms and conditions of the contract, the Board of Directors or sub-committee (whenever it finds necessary or if called upon by the Forward Markets Commission) may ask the members to furnish the following, as also other particulars, and members failing to do so will be liable to be penalised under the disciplinary bye-laws of the Association :

- (i) Copies of the bill claiming monies;
- (ii) number of the cheque issued for payments;

- (iii) railway receipt number or the delivery order numbers, the date of delivery etc;
- (iv) other relevant particulars to show the mode of delivery.

326. No member shall enter into any non-transferable specific delivery contract for cotton than on the terms and conditions prescribed under these Bye-laws. Nothing contained in this Bye-law shall apply to a non-transferable specific delivery contract for cotton entered into on the terms and conditions prescribed in the Bye-laws of another recognised Association between members of that Association or through or with any such member.

327. All cotton contracted for under a n.t.s.d. contract shall be ready for delivery and the delivery order shall be tendered not later than 1 p.m. on the latest date for delivery specified in the contract. The railway receipt shall constitute a valid tender provided such receipt bears a date prior to the date of tendering unless otherwise stipulated in the contract and the buyer had approved the goods.

328. In case the seller tenders cotton superior in quality (either in respect of staple length or class or both), he shall not be entitled to any "ON" allowance.

329. Cotton tendered will be considered "not a fair tender" if the description sold is :

- (i) below the staple length contracted by more than $1/32''$ or
- (ii) below the class contracted by more than one class, or
- (iii) found to be fraudulently packed or
- (iv) awarded an allowance exceeding $1\frac{1}{2}\%$ on the ground of being watered or water packed cotton or containing extraneous matters, or
- (v) does not bear the specific mark prescribed for the factory in which it is pressed, in conformity with the provisions of the Cotton Ginning and Pressing Factories Act, 1925, (12 of 1925) and the rules thereunder.

In all these circumstances the buyer shall have a right to reject the tender.

330. If in an arbitration for quality, the cotton tendered is not declared 'not a fair tender', the buyer shall be bound to accept the cotton with the allowance fixed in arbitration award.

331. (1) If on the tender by the seller to buyer of a delivery order, against a delivery contract the buyer shall refuse to accept the same, the seller shall give to the buyer a notice placing on record such non-acceptance and if the buyer shall not take up the delivery order by 1.30 p.m. on the day following delivery of such notice the seller shall either—

- (a) Sell the cotton so tendered on account and at the risk of the buyer and shall intimate to the buyer such sale within four days of the delivery of the notice, to the buyer, or
- (b) close out the contract at the market rate of the day following the day of delivery of the notice to the buyer.

(2) If the seller, being entitled to sell the cotton on account and at the risk of the buyer, shall not intimate to the buyer such sale within the time aforesaid, he shall be deemed to have closed out.

332. (1) If the seller fails to tender a delivery order for cotton sold or any portion of it or, in case the cotton or any portion of it for which a delivery order has been

passed is not actually then ready for delivery, the buyer shall—

- (i) buy at reasonable market rate in the market, before 1.30 P.M. on the day following the failure to tender, on account and at the risk and expense of the seller, cotton of the description sold, or
- (ii) invoice back at the spot rate of cotton contracted for plus such penalty, if any, not exceeding Rs. 14.00 per quintal as the Board or the Sub-committee may see fit to impose.

(2) In the event of the buyer electing to exercise the right of buying in the market he shall intimate his purchase to the seller before 6 p.m. on the day following the failure of the seller to tender as aforesaid or the failure of the seller to have the cotton ready for delivery as aforesaid in the event of his failing to do so he shall be deemed to have invoiced back the cotton at the spot rate of the cotton contracted for and shall be entitled to apply to the Board or the sub-committee to fix a penalty not exceeding Rs. 14/- per quintal.

(3) All purchases on account under this Bye-law shall, at the instance of the seller, be subject to arbitration by-law no. 343 on the question of the prices. Provided the seller shall have communicated his objection to such purchase in writing to the purchaser within 48 hours after the receipt by him of the intimation of such purchase and there shall be taken into account in any such arbitration the market rate of the cotton contracted for.

333. In case the tender is not approved and the buyer is entitled to reject the cotton the buyer shall either :

- (i) invoice it back at the spot rate of the day following that on which the final award is given or in cases of arbitration other than those regarding quality at such rate as may be fixed by the arbitrators and, in case of appeal, by the Appeal Committee.
- (ii) buy at reasonable market rate on account and at the risk and expense of the seller, cotton of the description sold.

Such a tender in the event of the buyer electing to exercise his right of invoicing back, shall also be liable to such penalty not exceeding Rs. 14.00 per quintal as may be fixed and imposed by the Board or the sub-committee.

334. If an arbitration is held regarding the quality of cotton bought on account under these bye-laws, it shall be held on the basis of mutual allowances.

335. In exercising the right of buying in the market, the buyer shall not buy any cotton in which he has any interest nor from any person or from company in which he is interested.

336. In each of the case of default by the seller or refusal to accept delivery by the buyer, the party concerned shall communicate it to the Association in writing within 6 days of the default or refusal, giving reasons for such failure. The opposite party shall, if it has exercised the option available to him in the relevant clauses of invoicing back or of closing out of the contract on the basis of the spot rate, explain the reason why the particular option had been exercised by him. If any party to the contract has exercised the option to buy or sell cotton on account of the defaulting party, the said party shall give particulars of the purchase or sale, as the case may be, the association shall from time to time examine such communications, taking into account all relevant circumstances, and if it is not satisfied with the reasons or explanations furnished by the party or if it is not satisfied about the bonafides of the purchase or sale claimed to have been made, it may subject the party concerned to such disciplinary action including

imposition of fine, suspension and expulsion as it may deem fit, after giving the party an opportunity of being heard in the matter. With a view to restricting the use of non-transferable specific delivery contracts only for the purpose of giving or taking actual delivery of the cotton and with a view to ensuring uniformity in dealing with the cases of failure to give or to accept delivery, the Board of the Association may frame suitable rules under this bye-law with the concurrence of the Forward Markets Commission.

Regulatory Provisions

337. (a) The Board of Directors of the Association may with the approval of the Commission require at any time and from time to time, the buyer or the seller or both to deposit, in the interest of the trade, margin in respect of their outstanding non-transferable specific delivery contracts at the Association at such rates as may be fixed by the Board.

(b) The Forward Markets Commission may, in the interest of the trade or in public interest, exercise the powers contained in Clause (a) above.

338. Any non-transferable specific delivery contract entered into for cotton which at the date of the contract is in contravention of the provisions of any of the Bye-laws 318, 319, 321, 322 and 326 shall be illegal under the provisions of Section 15(3A) of the Forward Contracts (Regulation) Act, 1952.

339. The delivery period, delivery centres, quantity and quality specifications in respect of non-transferable specific delivery contract shall be as specified in the respective contract.

340. (a) Every member shall send to the Association periodical statements of non-transferable specific delivery contracts entered into by him in such form and manner as may be prescribed by the Board of Directors or the sub-committee appointed by the Board.

(b) In delivery contracts every member shall pay Laga or cess at the rate of Rs. 0.50 per bale on every purchase and at the same rate on every bale at the time of sale. It shall be paid to the Association as per rules prescribed by the Board with the previous approval of the Forward Markets Commission.

341. Arbitrations regarding quality and appeals therefrom shall be held in accordance with the procedure laid down under bye-laws No. 139 to 147 excluding bye-law No. 145.

Survey & Arbitration

342. (1) Until otherwise notified by the Board, the fee for Arbitration regarding quality (Survey) in respect of N.T.S.D. contracts in cotton shall be Rs. 20.00 for the first 50 bales or less and Rs. 10.00 for additional 50 bales or less in excess of 50 bales. It is to be deposited by the party applying for survey but to be borne ultimately by the party losing in survey. The Secretary shall pay out of the survey fees Rs. 3/- to each of the surveyors concerned.

(2) Appeal fees on disputes in regard to quality of cotton shall be Rs. 40/- for the first 50 bales or less and Rs. 20/- for every additional 50 bales or less in excess of 50 bales. The party applying for appeal shall deposit the appeal fees but to be borne ultimately by the party losing in appeal. The Secretary shall pay out of the appeal fees Rs. 6/- to each of surveyors concerned.

343. Arbitrations regarding disputes other than those relating to quality and appeals therefrom shall be held in accordance with the procedure laid down under bye-law No. 169 to 211.

344. The Board shall from time to time appoint a Daily Rates Committee consisting of 6 members or their authorised representatives. Three members of the Committee shall form a quorum. In the absence of a quorum, the members present shall call in any other member or members of the Committee or in their absence any other knowledgeable member of the Association to form the quorum. The Committee shall meet daily for the purpose of fixing and registering as at 1 p.m. or as at such other hour as the Board may decide the market rates of different growths of cotton sold under n.t.s.d. contracts.

345. The Board shall appoint a Committee consisting of not more than three persons chosen from the members of the Association or their authorised or nominated representatives to fix:— (1) (a) On the application of either of the parties to a contract entered into subject to these bye-laws—

(1) Special rates for invoicing back cotton permitted to be traded in delivery contracts under Bye-law 319(a).

(2) the difference in value between the staple length and/or the grade of the cotton contracted for and the staple length and/or the grade of cotton tendered as awarded in arbitration:

(a) on an application, any rate which is required to be fixed under bye-law 344 but not fixed;

(b) on an application, any other rate or rates;

(c) any other rate or rates which the Board may direct the Committee to fix.

Two members of the Committee shall form a quorum.

(3) The Board may from time to time fix such fees as it may deem proper for the purpose of fixing rates under this Bye-law.

(4) The Committee in fixing such rates shall take into account the then prices at which cotton was sold in the spot market at Ujjain, other interior and important market.

(5) A rate fixed under Clause (1) hereof, (subject to a right of appeal to the Board, provided it be lodged with the Secretary before 1 p.m. on the fourth day following the date of fixation of the rate appealed against and on payment of an appeal fee of Rs. 200/- shall be final and binding on the parties concerned.

346. All the other issues arising in connection with tenders, sampling, weighment of goods, delivery at up-country or mofussil centres, etc. for which no specific provision have been made in bye-laws 315 to 346 (Listed under the titled bye-laws for n.t.s.d. contracts) shall be dealt with in accordance with the other relevant bye-law of the Association.

M. M. JAIN

Secretary

The Central India Cotton Association

Ltd. UJJAIN

(Madhya Pradesh)

UJJAIN

Dated 1st November, 1972

